

FILED
3.8.2012 9:30am
MICHAEL K. JEANES, Clerk
By S. LaMarsh
S. LaMarsh, Deputy

ARIZONA ATTORNEY GENERAL'S OFFICE

AFFIDAVIT FOR SEARCH WARRANT

COUNTY OF MARICOPA, STATE OF ARIZONA

No. SW 2012-005042

YOUR AFFIANT, Tina McMillion, a financial investigative auditor, being first duly sworn, upon oath, deposes and says:

I am employed as a financial investigative auditor, badge number AG-504, for a major fraud unit at the Arizona Attorney General's Office (AGO) and have been so employed since June 2010. During the years 1991 to 2008, I worked for the AGO as a sworn peace officer in the positions of special agent, special agent supervisor and chief special agent. During my career at the AGO, except for my time as Chief Special Agent, I have been assigned to a major fraud unit. Previously, I worked from 1983 to 1991 for the Securities Division of the Arizona Corporation Commission conducting and supervising investigations of white-collar crime involving the offer and sale of securities. In 1983, I obtained a Bachelor of Science degree in Justice Studies from Arizona State University. I have participated in the execution of 30 or more search warrants during my career. I have conducted numerous criminal investigations, including investigations of fraud, theft and public corruption.

That from about January 2002 to the present, in the County of Maricopa, State of Arizona, the crimes of: A.R.S. § 16-907(A) – Prohibited Contributions and A.R.S. § 13-2804 – Tampering with a Witness have occurred.

That the affiant has probable cause to believe that:

- (X) on the premises known as Cellco Partnership DBA Verizon Wireless at 180 Washington Valley Road, Bedminster, NJ 07921

which is located in the Township of Bedminster, County of Somerset, State of New Jersey, there is now being possessed or concealed certain property or things which:

- (X) consists of any item or constitutes any evidence which tends to show that the herein described public offense has been committed, or tends to show that a particular person has committed said offense

That said property or things are described as follows:

See Attachment 'A'

That the following facts establish probable cause for believing that grounds for the issuance of a search warrant for the aforementioned items exist:

On June 27, 2010, I was assigned to conduct an investigation of the Arizona Sports Foundation dba Fiesta Bowl and its affiliates. During the course of that investigation, numerous business entities and individuals have received subpoenas issued by the State Grand Jury.

On April 26, 2011, I served a State Grand Jury Subpoena issued to Gary A. Husk and Husk Partners by providing a copy to Husk's attorney, A. Bates Butler via email at bates@abbutlerlaw.com. The subpoena carried the standard stamp warning of the prohibition against unlawful disclosure, which reads in part "A person commits unlawful Grand Jury disclosure if the person knowingly discloses to another the nature or substance of any Grand Jury testimony or any decision, result or other matter attending a grand jury except in the proper discharge of official duties..." Prior to sending the subpoena to Butler by email, I spoke by phone with Butler and then confirmed in writing, "As we discussed, this matter is before the State Grand Jury, so the prohibition against unlawful disclosure does attach." Because Husk and I both worked during the early 1990's in the Criminal Division at the AGO, I also knew Husk had served as an Assistant Attorney General in the capacity of Chief Counsel of Drug Enforcement. In my training and experience, in that position Husk would likely have extensive contact with the State Grand Jury and the issuance of subpoenas by that body. Accordingly, Husk should be quite familiar with the criminal provisions prohibiting unlawful disclosure of matters before the State Grand Jury.

On September 16, 2011, I participated in a free-talk interview with Natalie Wisneski, former Chief Operating Officer for the Fiesta Bowl. She provided the following information:

- o The first contribution Wisneski recalls making at the request of personnel at the Fiesta Bowl was in about the early 2000's. According to Wisneski, John Junker, former President and Chief Executive Officer of the Fiesta Bowl, told her it was important to contribute to political candidates, as doing so was good for business because politicians can do things for them. Initially, Wisneski contributed to political candidates because her boss asked her to. Later, it got to be an irritation to do it and Wisneski began to resist when she was asked. Junker would get angry and tell her they needed to get campaign contributions from employees because it would be good for the Fiesta Bowl.
- o Initially, Junker would talk about the need to gather a certain number of checks for contributions. Later, it seemed to be based on obtaining contributions until a certain dollar threshold had been reached. She does not know how the number of checks or dollar threshold was set. Wisneski believes the candidates to receive contributions from Fiesta Bowl employees would be chosen by Junker and Gary Husk. Initially, Junker would give the names of the politicians and the amounts and details about how the checks should be made payable. Later,

Junker would tell Wisneski to get that information from Husk directly. Husk would usually provide this information to Wisneski in person while he was already at the Fiesta Bowl office. Wisneski, and others employed at the Fiesta Bowl collected contribution checks. Husk would generally deliver the checks to the politician.

- At the direction of Junker or Husk, Wisneski and others at the Fiesta Bowl would ask certain employees to write contribution checks to candidates for political office. The employee would then receive a 'bonus' check to cover the amount of the contribution, and sometimes the taxes. Writing bonus checks to reimburse contributions made by employees was an irritant because the amount would have to be grossed up to pay taxes and look like a bonus amount and a reason for the bonus would have to be documented.
- According to Wisneski, Husk knew that campaign contributions were being reimbursed by the Fiesta Bowl. Toward the end of the practice of the Fiesta Bowl reimbursing contributions to political candidates, Wisneski and Junker were talking in one of their offices. Wisneski asked if she could get a bonus check for \$5,000 and pay contributions back to employees in cash instead of writing separate checks. Junker made a statement to the effect "Let's ask Gary." Junker agreed to get Husk on the phone and she thinks they called from her office. She thinks the phone call may have been unsuccessful, but that they asked Husk about it when he was at the Fiesta Bowl in Wisneski's office. It was during this conversation that Husk made a statement to the effect "we do it all the time." Wisneski does not believe this conversation took place prior to the appearance of the article written by Craig Harris in the Arizona Republic.

A check of records filed with the Arizona Corporation Commission indicates that a corporate change of name from Jamieson Gutierrez to Husk Partners, Inc. (Husk Partners) occurred in 2005. The most recent Annual Report filed with the ACC in December 2011 lists Gary Husk as President and Director of the corporation. No other officers or directors are listed. The address for Husk Partners is listed at the same aforementioned address.

On January 26, 2012, Special Agent Lauren Buhrow accessed the online Arizona State Bar directory to determine that Husk lists the aforementioned location as his contact information.

Account statements provided pursuant to a State Grand Jury Subpoena issued to the Bank of America indicate the existence of an account in the name of Gary A. Husk, Attorney. Statements for that account list a mailing address at the aforementioned location.

On January 6, 2012, Special Agent Supervisor Meg Hinchey and I went to the office of Husk Partners at the aforementioned address in order to review documents that were made available to us pursuant to a subpoena issued by the State Grand Jury. While there, Husk confirmed some of the documents responsive to the subpoena

which he made available for our review were prepared by him in the scope of his legal representation of the Fiesta Bowl. However, Husk could make the documents available because the Fiesta Bowl had waived the attorney-client privilege. After we reviewed the documents, Husk agreed for us to remove, copy and return the original documents. Hinchey reported to me that on January 11, 2012, she returned to Husk Partners the original documents at the aforementioned address.

On January 25, 2012, Special Agent Supervisor Mike Edwards and I went to the home of Velma Moon (hereafter Moon, aka Martin and Martin-Moon). She agreed to provide a voluntary interview. During that interview, she provided the following information:

- As part of her job duties as office manager Moon handles the day-to-day accounting for Husk Partners.
- Employees of Husk Partners are paid their salary once per month through Paychex. Most business expenses incurred by employees are charged to the credit card issued to them, rather than paid in cash. If an employee asked to be reimbursed for a business expense, Moon would ask for a receipt. Reimbursement of expenses to an employee would be paid through a check written on the Husk Partners account maintained at Wells Fargo, rather than being added to the employee's normal salary.
- The Husk Partners bank account at Wells Fargo has three authorized signers. Initially, the signers were Moon, Husk and John MacDonald, before he left the firm. Moon signs almost all of the checks. She doesn't think Husk or anyone else could write a check because if she is out of the office, she has to go in and issue a check. If Moon writes a check to herself for petty cash, she will prepare the check but then ask Husk to sign it. She does not recall MacDonald signing any checks.
- Although Moon handles the accounting and office management for Husk Partners, she does not handle the books and records for Husk's law practice, which he also runs from the aforementioned address. She is not a signer on any of the law firm's bank accounts and claimed to not even know at what institution those accounts might be maintained. Although she might be asked by Husk to schedule appointments for him, she wouldn't know whether those appointments pertained to Husk Partners or Husk's law practice.
- While working at Husk Partners, Moon was never asked to contribute to a political candidate. Nor did she hear others in the office talk about making or gathering contributions. She did not know or hear that employees had been reimbursed for political contributions. She never knowingly wrote a check to reimburse a political contribution of an employee.

- While working at Husk Partners, Moon recalls contributing money herself only once, to a candidate running for City Council in Phoenix. She contributed because the candidate attends the same church as Moon. No one at Husk Partners was involved in asking her to donate. Moon was not reimbursed for the contribution.

On January 20, 2012, Dana Paschke was interviewed pursuant to an Immunity Agreement. She provided the following information:

- Paschke began work as a consultant/lobbyist for Husk Partners in the fall of 2007. In the hiring process, Husk told Paschke that she would be paid a salary but that she would also incur business expenses, which included campaign contributions, but she would be "made whole" for business expenses. Except for her first few paychecks, Paschke received her salary via direct deposit. After that, any bonus or reimbursements Paschke received in addition to her base salary was issued on a hard-copy check. Her Christmas bonus checks were typically signed by Husk, but most other hard-copy checks she received were signed by the office manager, Moon. When Paschke had business expenses, she provided receipts to Moon in order to get reimbursed, but she did not always have receipts. She also said she didn't "nitpick" for reimbursement of many small cash expenditures.
- While working at Husk Partners, Paschke made campaign contributions both at her own initiative and also at the request of Husk. Paschke would receive invitations to fundraising events in person or by email. Sometimes, Husk would inquire about which of his employees were going to go to a particular fundraiser, either verbally or by e-mail. When she made contributions of her own accord, Paschke did not recall being reimbursed. At times, Husk would specifically ask Paschke to write a check for a particular candidate. In most of these instances, without submitting for or discussing reimbursement, within about a couple of days to about 3 weeks later, Paschke would return to the office to find a check from Husk Partners on her desk, typically signed by Moon. She did not recall any discussions about these being reimbursements for contributions, but she understood that is what these checks were meant to pay.
- When Paschke did contribute and receive reimbursement from Husk Partners, she never received more than her contribution, but may have received less. When shown a list of contributions she made, she recalled a 3-17-08 contribution of \$1,000 to the McCain campaign. Paschke recalled Husk asking her to make this contribution for this amount and she remembers getting a reimbursement check within a few weeks, possibly for less. She did not protest, figuring "...take what you can get."
- After reading the article in the Arizona Republic containing allegations of criminal violations related to the Fiesta Bowl's reimbursement of campaign contributions, Paschke, MacDonald and Dean Miller met in an office at Husk Partners, possibly

the one assigned to MacDonald. Miller had a copy of the statute prohibiting such activity. Up until this time, none of them knew that receiving reimbursement of campaign contributions was a crime. When deciding what to do, they each agreed that if they were ever asked about receiving reimbursements, they would tell the truth, because in Paschke's words "...it is what it is."

On January 25, 2012, Special Agent Supervisor Hinchey and Special Agent Buhrow conducted a voluntary interview of Edward Sanchez at his home. He provided the following information:

- Sanchez has worked as a consultant/lobbyist at Husk Partners since about February 2002. There are six other employees at the firm, all of whom report directly to Husk. The Office Manager is Moon. Sanchez helps manage clients, which includes lobbying and consulting. He has a company credit card and receives reimbursements for business expenses for which he cannot or does not use the card. He said he sometimes gets a check prior to incurring expenses when he could expect a certain amount to incur, such as for cab expenses when he traveled. He obtained reimbursement checks directly from Moon, usually very quickly after requesting one. She or Husk could sign the firm's checks. There were no forms for obtaining reimbursements. Occasionally Velma left the check on his desk when she could not give it to him in person.
- Sanchez said he made contributions as far back as 2002, when he began working with Husk. When shown a list of contributions he made dating back to 2000, he confirmed he was reimbursed for some of the listed contributions, though at the present time, he was not certain which ones.
- In the course of his employment, Sanchez received emails for fundraisers for political candidates. In addition, Husk asked Sanchez to consider donating to certain candidates. Multiple times, Husk would talk to his employees as a group, and say which candidates they needed to make contributions to. In other instances, Husk would ask Sanchez if he received an email about an event, and then would tell him "it's a good idea" to give to certain people. Sanchez recalled going to fundraiser events and taking a check for someone else at the firm because he was already going.
- Initially during the interview, Sanchez denied being reimbursed by Husk Partners for any campaign contributions he made. After being confronted with known information, Sanchez admitted he did receive reimbursement for some campaign contributions he made. He believed he received reimbursements by telling Moon the amount of his contribution. Shortly thereafter, Sanchez received a reimbursement check from Husk Partners. Sanchez admitted he knew the reimbursements were illegal and believes Husk should also have known it was illegal. He said colleagues MacDonald, Paschke, Miller, Walker and Husk all received these types of reimbursements. Janet Regner may have also received reimbursements.

- Sanchez described a conversation he had with Regner about what he should do or not do after the Fiesta Bowl report came out, and whether he should leave his job. The consensus was not to talk about it, move forward, "...it's all about image." Sanchez said Husk told him the reimbursements at Fiesta Bowl were not happening. After the report came out, Sanchez asked Husk if he was aware of the reimbursements by the Fiesta Bowl of its employees, and Husk told him he was not. Sanchez believed Husk.
- At the conclusion of the voluntary interview of Sanchez, Special Agents of the Attorney General's Office served upon Sanchez a State Grand Jury Subpoena Dueces Tecum to appear and to provide testimony.

On January 27, 2012, Agents of the Arizona Attorney General's Office, assisted by an agent from the Federal Bureau of Investigation, executed Search Warrant SW2012-005014 at the business location of Husk Partners.

- In order to minimize intrusion into the law practice of Husk, we initially asked for authority within the warrant to search only certain areas within the suite. Both Moon and Husk were asked to identify materials that they claimed involved an attorney-client privilege.
- During the course of the execution of search warrant, we attempted to facilitate and allow Husk to speak with his attorney outside the presence of the hearing range of anyone on the search warrant team, to include allowing him to exit and re-enter the office suite several times. While still executing the search warrant, at about 1358 hours, I received a phone call from AG Special Agent Mark Roberts, who told me he had served the State Grand Jury Subpoena upon Janet Regner. At the time Roberts served the subpoena upon Regner, he did not have a specific discussion with her regarding provisions prohibiting unlawful disclosure pertaining to the State Grand Jury, but he did provide the subpoena and a letter from me that read in part "Please be aware that disclosure of the existence of this subpoena should not occur, as such disclosure would be a criminal offense." Within minutes of that call from Roberts, I was contacted by Hinchey who told me she believed based on her training and experience that Regner may have just disclosed to Husk the existence of the subpoena issued to her. Hinchey told me that although she had allowed Husk to speak with his attorney outside of the hearing range of anyone on the search warrant team, she had overheard a conversation by Husk as follows:

"Hi Janet."

"What is it?"

"Send it to me at home and we'll have Rick take a look at it."

- Agents left the search site at approximately 3:45 p.m.

On February 3, 2012, Sanchez appeared at the Office of the Attorney General in order to begin complying with a State Grand Jury Subpoena Duces Tecum and to provide a free-talk interview. At that time, Sanchez provided the following information:

- On January 27, 2012, at around 2:40 p.m. to 2:55 p.m., Husk called Sanchez' cell phone from number 602-509-2536. Husk said he talked to Moon and asked if she had ever written a check to reimburse a campaign contribution and she said no. Husk asked Sanchez if he could talk to him off the record. Sanchez told him no, he didn't want to know anything. Husk made a statement to Sanchez to the effect "I hope you can be supportive. I think you can say the money was for different purposes." Although Husk did not say he was talking specifically about reimbursement of political contributions, Husk did make a statement to the effect "You need to say I never reimbursed you." Husk followed this with a statement to the effect "If we don't all stay together, it will be brutal." Husk also made a statement to the effect "I never told you that you would be reimbursed."
- In about December 2011, Husk told Sanchez that unless he brought in new clients to the firm, Sanchez' salary would be reduced from \$8,000 per month to \$5,000 per month, beginning in February 2012. On January 31, 2012, Husk and Sanchez talked by cell phone. Sanchez said that in light of the search warrant served at Husk Partners, Sanchez did not anticipate he could bring in new clients. Husk said he would like to talk with Sanchez on February 1, 2012, about his options before he made a decision. The options included for Sanchez to continue with the former salary and they would re-evaluate in a few months or for Sanchez to take a leave of absence and still receive pay while letting Sanchez try to get additional clients. Sanchez considered these options to be a quid pro quo for saying what Husk wanted him to say with regard to the investigation of the reimbursement of campaign contributions.
- Although Husk and Sanchez were scheduled to meet on February 1, 2012, Sanchez received a text message from Husk from number 602-509-2536 to the effect that Husk instead would be going that day to Tucson to meet with a client.
- On February 2, 2012, at around 9:30 a.m., Husk called Sanchez and explained Rick Romley (Romley) was going to represent Janet Regner (Regner). Husk remarked to Sanchez how expensive legal fees could be. Husk offered to call Romley to talk to him about representing Sanchez as well. Husk said Sanchez could save money by having Romley represent Sanchez, because Romley is representing the firm and that representation is being paid by the firm. Husk called back a few hours later to ask what decision Sanchez had made. Husk talked about salary again. Sanchez told Husk he needed to think about it over the weekend. Husk claimed to have told Regner to claim that money was provided to her "for the community" rather than to reimburse political contributions she made. Sanchez got the impression that Husk was suggesting what Sanchez also could or would say regarding payments he had received.

- Michael Mandell has asked Sanchez about whether he received a Grand Jury Subpoena. Sanchez said he refused to talk about the subject, saying he was just doing what he was told to do.

On January 31, 2012, Dean Miller produced documents pursuant to State Grand Jury Subpoena and submitted to a free-talk interview of Miller. Miller provided the following information:

- Prior to working for Husk Partners, Miller worked for governmental entities.
- Miller worked at Husk Partners from around April 2008 to March 2011. Although Miller was assigned the title of "partner," he was a lobbyist and regular employee for the firm. Miller's primary duties were to consult with clients, provide strategic advice for cases, and gather intelligence about peoples' backgrounds.
- Miller does not recall having specific conversations with Husk or anyone else regarding making campaign contributions and then being reimbursed for them. However, Miller said in the lobbying profession, lobbyists are expected to make contributions to politicians.
- On at least two occasions, Miller recalls Husk asking him to write a check to a specific political candidate. At the time, Miller supported one of the candidates and might otherwise have contributed on his own accord. However, the other candidate was not one he supported so he would not have otherwise contributed, had he not been asked by Husk to do so.
- On the same day Miller wrote each of the separate contribution checks, Miller received a Husk Partners check payable to him for the same amount as the contribution check he had written to the candidate. Miller provided a copy of each of the two contribution checks. He also provided a copy of each of the reimbursement checks. Although Miller did not recall any specific conversations about reimbursement, he believed the checks were reimbursements for his contributions due to the circumstances. At the time, he was not owed money by Husk Partners for other business expenses he had incurred.

On February 7, 2012, John MacDonald provided an interview pursuant to a free-talk agreement. He provided the following information:

- Prior to working for Husk Partners, MacDonald worked for governmental entities. MacDonald worked with Husk at the Office of the Attorney General, where he came to know Husk as a respected criminal prosecutor. By about February 2001 when MacDonald began work at Jamieson Gutierrez (which later became Husk Partners), MacDonald had worked with and become friends with Gary Husk for about 10 years. Although MacDonald received the title of Vice President, he was in effect just an employee of the firm. MacDonald left Husk Partners at the end of March 2011 to start his own firm.

- Around the summer of 2001, MacDonald talked with Husk about solicitations he had received for donations and asked Husk how he should handle those requests. Husk told MacDonald they would sit down and talk about to which candidates MacDonald should contribute and Husk could "make him whole." MacDonald understood this to mean he would be reimbursed for campaign contributions. In the course of his work at Husk Partners, MacDonald received reimbursements for some political contributions and not for others. MacDonald is in the process of trying to secure bank records and compare them to public records regarding his donations to determine which may have been reimbursed.
- At the time, MacDonald didn't think there was anything wrong in getting reimbursement for campaign contributions because Husk characterized it as a business expense. Because MacDonald trusted Husk as a friend, an attorney, an experienced prosecutor and lobbyist, MacDonald never considered that to do so could be a problem. MacDonald first learned that to receive reimbursement of his political contributions might be a problem in about the fall of 2009 when he read the story about the Fiesta Bowl reimbursing contributions by its employees and the criminal prohibition against doing so. MacDonald talked with his co-workers, Paschke and Miller regarding the matter. They agreed if they were asked about it, they would tell the truth.

On February 1, 2012, John Junker, former President and Chief Executive Officer for the Fiesta Bowl, was interviewed at the Office of the Attorney General pursuant to a free-talk agreement. During that interview, Junker provided the following information:

- Husk Partners was the main lobbying firm employed by the Fiesta Bowl. Husk was Junker's primary contact at Husk Partners. Junker and Husk communicated in person, by phone, email and text message. However, Junker would talk primarily in person or by phone with Husk. Junker recalled from memory that Husk's cell phone number was 602-509-2536.
- Husk knew that the Fiesta Bowl reimbursed employees for political contributions they made through the issuance of 'bonus' payments because Junker told him about it. Husk did warn Junker to be careful that the amount paid as a 'bonus' didn't exactly match the amount of the contribution.
- Junker was concerned about the potential discovery that a bonus of \$4,200 paid to him by the Fiesta Bowl was actually to reimburse one of his own political contributions. Husk offered to help Junker hide the true nature of the 'bonus' check by contriving a bill for the rendering of personal legal services by Husk that had never in fact occurred, but which the Fiesta Bowl would be asked to pay. On several occasions, Husk reassured Junker that because the bill would involve legal services that would involve the attorney-client privilege, no one could successfully inquire about it. Husk claimed to have the bill, but Junker never actually saw it. Junker did go to Husk's office, where he gave Husk about seven gold coins to 'pay' the legal

bill. Husk placed the gold coins in a file cabinet in his office. Junker never saw the coins again. Junker never saw the purported legal bill, nor was it presented to the Fiesta Bowl for payment.

On February 2, 2012, Attorney Romley informed the AGO that Husk never represented Junker personally as an attorney. Accordingly, Romley asserted that Husk had no documents/correspondence in his possession that would be the subject of an attorney-client relationship.

On February 2, 2012, a letter was sent by me to Cellco Partnership dba Verizon Wireless relative to phone number 602-509-2536 to make a formal request for the preservation of records and other evidence pursuant to A.R.S. §13-3016 (H) and 18 U.S.C. §2703(f) pending further legal process.

On February 3, 2012, a subpoena was served upon Cellco Partnership DBA Verizon Wireless by the Office of the Attorney General relating to phone number 602-509-2536 or accounts in the name of Gary A. Husk or Husk Partners, Inc., including subscriber information and activity logs. The initial response confirmed that specific number was provided as belonging to subscriber Husk Partners, assigned to Gary Husk, and that Husk Partners subscribed to service for additional telephone numbers. I subsequently received a disc which I have not yet examined, but which I believe to contain subscriber and activity logs for service provided and paid for by Husk Partners, including the aforementioned phone number. I anticipate the State of Arizona will file a motion to request the appointment of a Special Master to review these records *in camera* to separate the evidence the Special Master determines appropriate to be disclosed from that which is determined to be non-disclosable pursuant to Attorney Client, Spousal or other privilege.

Husk Partners and Husk have been represented by attorneys Romley and A. Bates Butler. In order to minimize incursion into an attorney-client relationship, I have requested the provider of text, voicemail and email messaging service to exclude messages sent to or from phone numbers known to belong to Romley, which are 480-773-3419 and 480-451-0531 as well as email of rromley@cox.net; and Butler at phone numbers 520-624-6200 and 520-449-4444 as well as email of bates@abbutlerlaw.com. Further, Affiant anticipates that the response to this Search Warrant, should it be issued, will be forwarded to a Filter Team appointed by the Court prior to any review by the AGO.

Based upon the forgoing information and the investigation conducted to date, Your Affiant believes that Husk, and co-conspirators known and unknown, are participating in a continuing criminal enterprise engaged in prohibited contributions, tampering with witnesses and possibly other criminal activity. Based upon your affiant's training and experience, it is common for members of a criminal enterprise to use cellular phones, including text, voicemail and email messages to communicate and plan illegal activity.

REQUEST FOR EXTENSION OF TIME TO FILE RETURN OF SEARCH WARRANT

Should the requested Search Warrant be issued to this out-of-state entity, service will be made timely, but compliance will not occur simultaneously. Therefore, Affiant requests an extension of time to file the Return of Search Warrant to within three (3) court business days of the date of execution and receipt of compliance, as directed by A.R.S. § 13-3918

REQUEST TO SEAL AFFIDAVIT AND SEARCH WARRANT

This is a current State Grand Jury investigation involving the ongoing commission of additional crimes. Thus, the release of the information contained in this Affidavit for Search Warrant and the attendant Search Warrant prior to the completion of the investigation could jeopardize the investigation, as well as the safety of cooperating witnesses. Due to the nature of and targets of the investigation Your Affiant asks that this Affidavit for Search Warrant, along with its attachments to include the Search Warrant and any oral testimony supplied in support hereof, be sealed.

Jana McMillion
Financial Investigative Auditor McMillion, #504
Arizona Attorney General's Office

SUBSCRIBED AND SWORN to before me this 8th day of March,
2012.

Paul J. McMurdie
Judge
Superior Court
Maricopa County

PAUL J. MCMURDIE
JUDGE OF THE SUPERIOR COURT

ITEMS TO BE SEARCHED FOR AND SEIZED

For the period January 1, 2002 to present, text, voicemail and email messages (hereafter "messages") on Verizon Wireless number 602-509-2536 and other number relating to Husk Partners, Inc. (fka Jamieson Gutierrez), its owners, officers, directors, employees or agents, including Gary A. Husk **EXCLUDING TO PHONE NUMBERS 480-773-3419, 480-451-0531, 520-624-6200 and 520-449-4444; AS WELL AS EMAIL TO OR FROM rromley@cox.net and bates@abbutlerlaw.com.**

1. Messages relating to subpoenas, search warrant or investigation.
2. Messages relating to hiding true nature of checks paid.
3. Messages pertaining to political contributions to any candidate for elected office by the firm or any employee or agent, including but not limited to invitations to and attendance at fundraising events, checks, credit cards, receipts, reimbursements, correspondence and emails.
4. Messages relating to Calendars or other records showing date, time, and place for activities related to item 3 for:
 - a. Gary Husk
 - b. John MacDonald
 - c. Edward Sanchez
 - d. Janet Regner
 - e. Paul Walker
 - f. Dean Miller
 - g. Dana Paschke (nee Tranberg)
 - h. Tom Dorn
5. Messages relating to travel claims and all supporting documents, including prior approvals and any reimbursement.
6. Messages pertaining to requests for expense reimbursement.
7. Messages relating to bank records, including bank statements, receipts of deposit or withdrawal, canceled checks and reconciliations.
8. Messages relating to credit card statements, payment records, correspondence or any other documentation pertaining to credit accounts.
9. Messages relating to statements provided to outside accounting firm.
10. Messages relating to employee or company handbooks or manuals.

11. Messages relating to employee personnel files and payment records or documents for all Husk Partners employees, including commissions or bonuses.
12. Messages relating to independent contractor agreements.
13. Messages relating to all electronic entries using Quick Books or other account tracking software, including all metadata and logs.
14. Messages relating to records pertaining to the reimbursement of expenses.
15. Messages relating to Federal and state tax records, including income tax returns.
16. Messages tending to show a relationship between the persons and entity listed above.
17. Messages relating to correspondence pertaining to the items listed above.
18. Messages relating to e-mail, computers, and computer network user accounts to which the parties above had access.
19. Messages and attachments either digital audio or video format or any other form of sound or video reproduction, which relate to any of the above named entities and persons.
20. Messages relating to subscriber information, including registration information, including without limitation: subscriber names, user names, screen names or other identities, mailing addresses, residential addresses, business addresses, e-mail addresses and other contact information; telephone numbers or other subscriber number or identifier number; access records including IP addresses recorded at account creation, login or logout; logs of email sent to and from the account, copies of any chat logs or profiles; records of correspondence or communication between Verizon personnel and users of the account and any other records kept in the course of business, for the registered owner(s) and authorized users who use the phone number 602-509-2536 or any other email addresses or screen names associated with the same user.
21. Messages relating to buddy lists and instant message content including stored chat logs; web directories, content and traffic logs; email or message content and access logs; content and connection logs related to message postings, or any other materials kept by Cellco Partnership in temporary or permanent storage either on behalf of or at the request of users of account or any other screen names or email addresses associated with the same user, including information as to whether such records are in electronic or some other form.